

STATE OF INDIANA)
) SS:
COUNTY OF FULTON)

IN THE FULTON CIRCUIT COURT

AVC NO. 07-005

25col-0703-PK-97

FILED

MAR 05 2007

Getty McKee
CLERK, FULTON CIRCUIT COURT

MIKE ANDERSON CHRYSLER)
DODGE JEEP INC.,)

Respondent.)

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Matt Light, and the Respondent, Mike Anderson Chrysler Dodge Jeep Inc., enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an Indiana corporation engaged in the sale of automobiles with a principal place of business located in Fulton County, 1702 Main Street, P.O. Box 646, Rochester, Indiana 46975.
2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*
4. Any term used in this Assurance that is explicitly defined by Ind. Code § 24-8-2 or Ind. Code § 24-5-0.5-2 has the meaning set forth by those statutes.

5. The Respondent acknowledges it has been advised the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the Office of the Attorney General has not given the Respondent any legal advice regarding this matter. The Respondent acknowledges the Office of the Attorney General has advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

6. Respondent agrees that all promotions conducted in Indiana or involving Indiana residents will comply in all aspects with the Promotional Gifts and Contests Act, Ind. Code § 24-8-1-1 *et seq.*

7. Respondent agrees that all promotional mailings and notices it sends to Indiana residents must contain at a minimum the following:

(a) The name and address of the promoter and the sponsor of the promotion;

(b) The verifiable retail value of each prize a person has been awarded or may have been awarded, stated in immediate proximity with each listing of the prize and in the same size type and boldness as the prize;

(c) If an element of chance is involved, a statement of the odds a person has for receiving each prize (including the total number of prizes to be given away and the total number of notices distributed), stated in immediate proximity with each listing of the prize and in the same size type and boldness as the prize;

(d) If a person is required or invited to view, hear, or attend a sales presentation in order to claim a prize that has been awarded or may have been awarded, conspicuous disclosure of the requirement or invitation in at least 10 point boldface type on the first page of the notice;

(e) If a prize is offered or given that will require a person to purchase additional goods or services, including shipping fees, handling fees, or any other charge, disclosure of the requirement and additional cost to the person in at least 10 point boldface type on the first page of the notice and by using the following appropriately completed statement: "You must pay \$ _____ in order to receive this item."; and

(f) Limitations on the eligibility of persons in at least 10 point boldface type.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

9. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General.

10. The Respondent shall not represent that the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

11. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives. This shall include, but is not limited to, the Respondent promptly resolving any additional valid consumer complaints brought to the Respondent's attention by the Office of the Attorney General, either prior to, or after the filing of, this Assurance with the Court.

12. The Office of the Attorney General shall file this Assurance with the Circuit Court of Fulton County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

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DATED this 1st day of March, 2007.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Indiana Attorney General

MIKE ANDERSON CHRYSLER
DODGE JEEP INC.

By:

Matt J. Light
Matt Light
Deputy Attorney General
Atty. No. 25680-53
Office of Attorney General
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 232-4774

William Thompson
Printed

[Signature]
Signed

Sec'y
Title

APPROVED this 7 day of March, 2007.

Douglas B. Monte
Judge, Fulton Circuit Court

Distribution:

Matt Light
Office of Attorney General
Consumer Protection Division
302 W. Washington St., 5th Floor
Indianapolis, IN 46204

Mike Anderson Automotive
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